



# CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601  
Office: (315) 785-7730 - Fax: (315) 782-9014

## Special Use Permit Application



### APPLICANT INFORMATION

Name: *Deanna Hirschey and Michael Hobs*

Mailing Address: *420 Stone St., Watertown, NY-13601*

Phone Number: *(303) 913-5980 (Michael's cellphone)*  
*(315) 782-0372 (Home)* Email: *mrhobs@gmail.com*

### PROPERTY INFORMATION

Property Address: *414-416 Stone St., Watertown, NY-13601*

Tax Parcel Number(s): *10-03-205.000*

Property Owner (if not applicant): *Duane Alarie*

If applicant is not owner or owner's representative, indicate interest in the property:

☒ Signed Purchase Agreement (attach) ☐ Signed Lease (attach) ☐ None yet

Zoning District: *RC Watertown*

### Required Attachments:

- ☒ • 8.5x11 parcel map with property outlined with heavy black ink
- ☒ • Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- ☒ • Completed Part I of the Environmental Assessment Form (SEQR)

### REQUEST DETAILS

Proposed Use:

Explain proposal (use additional 8.5x11 sheets if necessary):

*We are applying for a Special Use permit to allow 414-416 Stone St. to be a 4 unit (multifamily) instead of a 2 unit. Proposal is attached. Thank you,*

I certify that the information provided in this application is true to the best of my knowledge.

Signature: *Deanna Hirschey & Michael Hobs*

Date: *5/15/12*

Proposal and application: 414-416 Stone St. Application for Special Use Permit 5/15/12

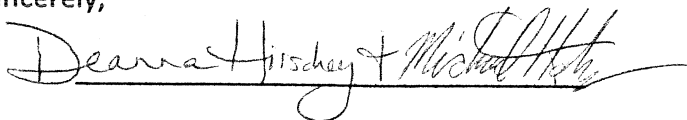
Dear City of Watertown,

In talking with Shawn McWayne of city code enforcement, and Justin Wood of the engineer's office, we have learned that, in order to turn 414-416 Stone St. from a property with 2 rental units to a property with 4 rental units, we must officially apply and receive approval for, a variance from city council. We must also apply for a Special Use Permit as well. Please accept this packet as our application; a total of 16 copies of the packet are being furnished as requested. We appreciate very much the chance to apply for this variance and permit before we begin the renovation of the property.

The property seems to currently have 7763.03 square feet based on the metes and bounds descriptions in the record. According to Shawn, the requirement per unit is 2500 square feet, and also to demonstrate an appropriate parking spot for each unit, plus the existence of a guest parking spot for the property. Going by this, the property's square footage only qualifies for 3 units. The large gravel parking lot in the rear half of the property can easily handle the 5 parking spots (see included drawing), and our measurements show 9 parking spots are possible. While the parking is adequate, we need to apply for an area variance of 2237 square feet to be able to shift this property from 2 large units to 4 smaller units in the building. If we are approved for a 4 unit, we understand that this means the property is considered a "multifamily" and would need a Special Use Permit approved in this Residence type "C" area.

We understand that this matter will also be taken before the county as part of the process, and we are glad to have the chance to apply for the approval we need from you. We are dedicated to a quality renovation. Thank you again for the chance to submit our application. If we can be of assistance or if there are any questions, the best ways to reach us are at home 315-782-0372, or on Michael's cell phone 303-913-5980.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deanna Hirschey + Michael Hohs", written over a horizontal line.

Deanna Hirschey and Michael Hohs

MEADOW

STREE

1003208

67425-144920

62.27

62.27

49.03

1003207

67430-144922

170.66D

170.9S

1003206

67434-144922 166.8S

166.8

1003205

67439-144921

161.1

160.38D

161.1S

1003204

67443-144919

151.46D

151.1S

151.46D

151.1S

1003203

67448-144918

137.12D

138.7S

137.12

1003202

67452-144917

123.10

1003209

67421-144929

1003210

67437-144933

198D

199.4S

199.4S

26.16

32.04D

34.7S

198

198

198

1003230

67455-144926

1003231

67457-144927

1003232

67458-144928

40

428

22.72

27.31

23.77

424

420

418

416

414

412

410

408

406



STONE

0.45D

36.16D

33.4S

Parking lot  
dimensions  
9.06' x 74' x  
14' x 82.10'  
3715.5  
square feet

← - - - 49.06' - - - →

63.1V

SCALE:

Property line

SPOT #2

SPOT #3

Parking lot  
= 3715.5  
sq. ft

SPOT #4

SPOT #1

GUEST SPOT

Property line

161.1S

160.38D

22.78  
30.05D  
28.42S

46  
4.5

171.00 170.30

10003206

166.8S

67434-144922

(SHARED DRIVEWAY)

DOORS TO BASEMENT

BUILDING

← 34.6' →

← 49' →

10003204

67443-144919

151.46D 151.1S

151.46D 151.1S

36.16

← - - - 45.64' - - - →

51.81D  
50.2S

#420

#416/414

12

## SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

## PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR <i>Deanna Hirschey and Michael Hobs</i>	2. PROJECT NAME <i>Applying for Special Use Permit on prop.</i>
3. PROJECT LOCATION: Municipality <i>Watertown</i> County <i>Jefferson</i>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>414-416 Stone St., Watertown, NY-13601</i>	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <i>We wish to take the large 2 unit building and turn it into 4 smaller units. If we are approved for an area variance, we'll also need approval for a "Special Use" permit. There seems to be room for at least 9 parking spaces in rear lot.</i>	
7. AMOUNT OF LAND AFFECTED: <i>only this property will be affected.</i> Initially _____ acres                      Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If no, describe briefly <i>We would need an area variance + special use permit.</i>	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If yes, list agency(s) and permit/approvals <i>We'll need an area variance, special use permit, and also building permits prior to renovation.</i>	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, list agency(s) and permit/approvals	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>N/A</i>	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE  Applicant/sponsor name: <i>Deanna Hirschey &amp; Michael Hobs</i> Date: <i>5/15/12</i>  Signature: <i>Deanna Hirschey</i> <i>Michael Hobs</i>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

**PART II – ENVIRONMENTAL ASSESSMENT / To be completed by Agency**

- A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.  
☐ Yes ☐ No
- B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If NO, a negative declaration may be superseded by another involved agency.  
☐ Yes ☐ No
- C. COULD ACTION RESULT IN **ANY** ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)
- C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
- C2. Aesthetic agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
- C3. Vegetation or fauna, fish shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
- C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
- C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.
- C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.
- C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.
- D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?  
☐ Yes ☐ No
- E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
☐ Yes ☐ No If yes, explain briefly

**PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- ☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (If different from responsible officer)

\_\_\_\_\_  
Date

## LAND CONTRACT

THIS AGREEMENT, made this 8th day of January, 2010, by and between

DUANE ALARIE, 412 Stone Street, Watertown, NY, hereinafter referred to as the "Seller", and

DEANNA M. HIRSHEY, 420 Stone Street, Watertown, NY 13601 and MICHAEL B. HOHS, 664 Grant Street, Watertown, NY 13601, hereinafter collectively referred to as the "Buyer."

**WITNESSETH THAT** in consideration of the covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Seller agrees to sell and the Buyer hereby agrees to buy from the Seller, the duplex premises known as 414-416 Stone Street, Watertown, NY described in Schedule "A" hereto annexed and made a part hereof.

2. The Buyer agrees to pay as and for the purchase price of said premises, the sum of \_\_\_\_\_, payable as follows:

A. The sum of \_\_\_\_\_ in cash or certified funds due upon final title review by Buyer's attorney following the signing of this contract.

B. An interest only payment of 23 days interest \_\_\_\_\_ to run the amortization from February 1, 2010.

C. The sum of \_\_\_\_\_ Dollars shall be paid, with interest at \_\_\_\_\_ per annum amortized over \_\_\_\_\_ month term in equal monthly installments of \_\_\_\_\_, commencing with a first payment due March 1, 2010. The monthly installments shall be applied first to interest and then to the reduction of principal.

Payment shall be made on the first day of each month to the address indicated above, or to such other address as Seller may advise. After the 15<sup>th</sup> day of the month, a late penalty of 10% of the monthly installment shall be assessed.

3. The Buyer agrees to reimburse seller for all real estate taxes and insurance that have been paid by Seller's tax escrow account with his mortgage lender within thirty days of being presented with proof of payment of said real estate taxes and insurance. Buyer shall have the right to pay the tax and insurance to the collecting entity directly should Seller fail to have such taxes paid in a timely manner.

4. The Buyer has been advised that the Seller has an existing mortgage with Coldwell Banker Mortgage, ("Mortgagee"), which the Seller covenants and agrees to continue paying until the same is paid in full and to indemnify the Buyer in the event of failure to do so. Seller hereby warrants that he is not currently in default of any provisions contained in the mortgage, that he will make timely payments on the mortgage obligations, and that he will not increase the amount secured thereby. Upon written request, Seller shall promptly provide Buyer with receipts showing that the mortgage installments have been timely paid. If it shall be reasonably determined by Buyer that one or more of the mortgage installments have not been timely paid, Buyer shall have the right to pay the mortgage and tax escrow installments, if any, directly to the Mortgagee out of the installments that would have been paid to Seller under this Contract and shall pay to Seller only the amount that the Contract installment payment exceeds the amount so paid to Mortgagee.

Seller does hereby further covenant and agree that:

- a. He will use the down payment monies to bring all of his mortgage payments and incidental penalties and charges with Mortgagee current:
- b. He will use the down payment monies to bring all of the City water, sewer and incidental penalties and charges current; and
- c. He will evict the current tenants in a timely manner at his own cost and expense.

5. Seller agrees to maintain in full force at his own expense, a policy of fire and extended coverage insurance at replacement value, and personal liability coverage of at least \$100,000 per occurrence, showing the interest of Coldwell Banker Mortgage, as Mortgagee. Buyer agrees to reimburse Seller the premium cost of said insurance, pro rata, upon being presented with a paid receipt for said policy. Buyer shall be responsible for insuring the personal contents during the term of this contract.

The parties agree in the event of loss by fire, lightning or windstorm or any other cause insured against, any sums received from the proceeds of insurance policies protecting the parties against such loss shall be applied first to any amounts due and unpaid to mortgagee, if demand is so made by mortgagee. The balance then remaining shall be used in the repair, renovation and restoration of the buildings on said premises to their former state. If, after such application there be any balance remaining, the same shall be applied on the unpaid balance of the purchase price. The rebuilding, restoration and repairs mentioned in this clause shall be accomplished with the approval of the Seller (and mortgagee), and to the end that this may be accomplished, all such insurance money shall be held subject to the common control of the parties hereto and mortgagee. It is understood and agreed that in the event the insurance money shall be insufficient to accomplish the rebuilding, restoration and repairs mentioned in this clause, the same shall be accomplished by the Buyer at their sole cost and expense.

6. The Buyer covenants and agrees that he/she will make all necessary repairs and perform any maintenance to the buildings and improvements on said premises and to keep the said premises in good repair and at least in as good condition as it is now, necessary wear and tear and damage by the elements excepted, and will not remove or permit to be injured or destroyed any of the buildings on the premises, nor make any structural alterations without the prior written consent of the Seller, which consent shall not be unreasonably withheld. In the event of a default as hereinafter set forth, any improvements made by the Buyer will become the property of the Seller and shall not be removed by the Buyer.



7. The Buyer covenants and agrees to pay all charges for heat, gas, electricity and other utilities and all other costs in connection with the occupation of said premises and to indemnify the Seller for any loss from his/her failure to do so.

8. The Buyer covenants and agrees that the Seller may inspect the premises at any reasonable time, upon reasonable notice, during the term of this agreement.

9. The Buyer shall have possession of the premises on or before February 1, 2010.

10. The Buyer covenants and agrees to use the premises only for lawful purposes.

11. The Buyer shall not assign this agreement or his/her interest therein or any part thereof without the prior written consent of the Seller which consent shall not be unreasonably withheld.

12. The Buyer covenants and agrees that he/she will keep and faithfully perform each and every term and condition of this agreement on his/her part to be performed.

13. In the event of a default in payment or breach of any other term or covenant of this agreement for thirty days or more, the Seller, at his option, may declare the entire balance remaining to be paid in full.

14. In the event of any default in payment of principal and interest or in timely reimbursement for paid taxes and insurance, the Buyer agrees to execute a deed of all his/her right, title and interest in and to the premises described herein for the purpose of conveying title back to the Seller. In the event the Buyer fails to do so, the Seller may resort to any legal remedy including foreclosure. In that event, the Buyer shall be liable for all legal expenses incurred by the Seller, including reasonable attorney's fees.

15. A waiver by the Seller of any default in payment or of any breach in any of the terms, conditions or covenants herein contained shall not bar his right to avail himself of any subsequent default in payment or breach of any such terms, conditions or covenants nor in any manner constitute a waiver thereof

16. When the Buyer has paid all of the purchase price of the premises, and has made all the payments herein and has otherwise performed hereunder, he/she shall be entitled to receive a Warranty Deed containing the description of the premises herein set forth in proper form for recording and an Abstract of Title. The Buyer shall be solely responsible for all expenses, including continuation of the Abstract to the date of final closing as well as all other legal expenses including attorney's fees. The Seller shall not be responsible for any costs connected with the transfer of the deed or any associated costs or expenses.

17. Both Buyer and Seller have been informed of the apparent conflict of interest in being both represented by attorney Stuart A. McCreary. Both parties hereby acknowledge that they were informed of such conflict and have waived any objections with the understanding that in the event of a legal dispute under this contract, attorney Stuart A. McCreary would have to withdraw from representation of either party. The parties further acknowledge that this contract was formed without benefit of an abstract of title (it being in possession of mortgagee) and that attorney Stuart A. McCreary has only reviewed a "stub search" of the title. The parties have further been advised that entering into this contract may in fact be a violation of the terms of Seller's mortgage and that mortgagee could call the loan, requiring Seller to satisfy it in full, prior to the final payment date of this contract.

18. This agreement and every term, condition and covenant hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, distributees and legal representatives, subject only to the assignment and transfer restrictions described herein.

**IN WITNESS WHEREOF**, the parties hereto have duly set their hands and seals the day and year first above written.


  
DUANE ALARIE, Seller

  
DEANNA M. HIRSCHHEY, Buyer

  
MICHAEL B. HOHS, Buyer

STATE OF NEW YORK     )  
                                      : SS.:  
COUNTY OF JEFFERSON    )

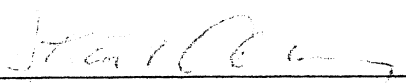
On the 05 day of January, 2010, before me, the undersigned a notary public in and for said state, personally appeared **DUANE ALARIE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**Notary Public**  
Stuart A. McCreary  
Jefferson County, NY  
# 02MC4902145  
Commission Expires July 6, 2011

STATE OF NEW YORK     )  
                                      : SS.:  
COUNTY OF JEFFERSON    )

On the 17<sup>th</sup> day of January, 2010, before me, the undersigned a notary public in and for said state, personally appeared **DEANNA M. HIRSCHHEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

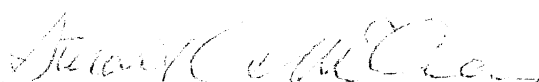
  
\_\_\_\_\_  
Notary Public

**Notary Public**  
Stuart A. McCreary  
Jefferson County, NY  
# 02MC4902145

Commission Expires July 6, 2011

STATE OF NEW YORK     )  
                                      : SS.:  
COUNTY OF JEFFERSON    )

On the 8<sup>th</sup> day of January, 2010, before me, the undersigned a notary public in and for said state, personally appeared **MICHAEL B. HOHS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**Notary Public**  
Stuart A. McCreary  
Jefferson County, NY  
# 02MC4902145  
Commission Expires July 6, 2010

## SIGNATURE AUTHORIZATION

I hereby authorize: Michael Hobst Deanna Hickey to sign my name to an application for a (BUILDING)  
(MAINTENANCE & REPAIR) (SIGN) (PLUMBING) permit for or in connection with property owned by me located at:  
414 - 416 Stone St. Watertown, NY - 13601

(Street) (Avenue) (Boulevard) (Drive)

Also, I further agree to comply with all conditions called for in said application and to abide by all other applicable codes, ordinance, and regulations.

Business Name

Signature of Business Representative

Print Name

Date

Signature of Property Owner

Print Property Owner's Name

Address

Phone

Fax

Deanna Hickey

Deanna Hickey

5/1/12

State

412 Stone St.

Watertown NY 13601

613 391 1441

**CONSENT TO VARIANCE AND ALTERATIONS**

I, Duane Alarie, recognize and consent that Deenna Hirschey and Michael Hohns are applying for a zoning/area variance and a special use permit to turn 414-416 Stone St., Watertown, NY, 13601 into a multifamily rental property. I consent to them making renovations and structural alterations to the property within the confines of the law for the purpose of turning this property into a multifamily.

Signed,



Duane Alarie

Address: 412 Stone St.

Ph #: 613.391.1441

May 1 2012